

**Maryville City Schools
833 Lawrence Avenue
Maryville, Tennessee 37803**

Application and Contract for Use of School Facilities by Outside Organizations

School to be Used: _____

Organization Name: _____

Responsible Party: _____

Mailing Address: _____ City _____ Zip _____

Cell Number: _____ E-Mail _____

Purpose of Use: _____

Expected Attendance: _____

Date, Days, and Time of Use (specify any reoccurring needs): _____

Special equipment (e.g., Stage Lighting, PA System, Piano, Kitchen Equipment, etc.) to be furnished by the School System ("Equipment"): _____

It is agreed that if the Application is accepted by MCS, the following requirements are contractually binding on the parties:

1. Reimbursement will be made upon demand from the Organization and the Responsible Party for the cost of repair or replacement needed due to any damage to the Facilities, the personal property located in the Facilities, or to the Equipment (beyond ordinary wear and tear) resulting from the use contemplated herein.

2. The rules of the City of Maryville Board of Education, Director of Schools and applicable school principal in regard to use of the Facilities and Equipment will be observed. These rules include no smoking or use of alcoholic beverages on the premises; no mechanical additions or changes to the Facilities without permission of the applicable school's principal or Director of Schools; assumption of responsibility and liability for accidents or injury which may occur as a

result of any approved addition or change to the Facilities, and removal of any addition or change at the end of the rental period, with return of the Facilities to the condition at the time of rental; and, if the rental includes use of a cafeteria, no use of kitchen equipment without authorization and direction of the school's cafeteria manager

3. The Organization and Responsible Party will reimburse the MCS upon demand for any charges which may be incurred for false fire or security alarms caused by any person connected with the use of the rented space.

4. The applicable school's principal will be notified of heating, air conditioning, and ventilation needs and all equipment needs in advance of the use of the Facilities.

5. All sports participants will have an indemnification and hold harmless agreement for the MCS in a form acceptable to the Director of Schools. Such agreements will be provided to school personnel upon request by the Responsible Party. A copy of such agreement is attached hereto.

6. The Organization and the Responsible Party hereby indemnify and hold harmless the City Of Maryville, the Maryville Board of Education, and their respective Board members, Council members, employees, and agents (collectively, "Indemnified Parties") from and against any and all costs, judgments, settlements, or expenses for claims, suits, or causes of action (collectively, "Claims") resulting from or relating to the use of the Facilities and Equipment contemplated in this Application, including but not limited to, paying the attorney's fees and costs incurred by the Indemnified Parties incurred in defense of such Claims.

7. Liability insurance will be provided as set forth below.

8. Facility access shall be limited to the Facilities set forth above.

9. There shall be adult supervision of minor children at all times during the use of the Facilities.

10. Notice is hereby given of immunity provided in T.C.A. §29-20-112 for recreational activities on school premises.

It is so agreed subject to and conditioned on acceptance by MCS.

Organization:

Responsible Party:

BY _____

ITS _____

Date

The rental will not conflict with the school's educational programs or facility use.

Principal

Date

Upon receipt of the rental payment of \$_____ and an acceptable liability insurance policy with single incident coverage minimum limits in the amount of at least One-Million Dollars (\$1,000,000) naming the City of Maryville, the Maryville Board of Education, and their members, employees and agents as insureds for the Facilities and Equipment use contemplated herein, and agreement to the terms contained herein, the above named organization is granted use of the requested Facilities and Equipment for the stated time and purpose.

School Employee Supervision: Yes No

If yes, name of supervisor: _____

Comments, Conditions, and Additional Requirements: _____

For the Maryville Board of Education

Date